

BILL NO. S-76-09-27

SPECIAL ORDINANCE NO. S-171-76

AN ORDINANCE approving a contract with T. & F. Construction Corporation, for the installation of Street Lighting - Nebraska Neighborhood Boone Street Impact Area.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 9, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and T. & F. Construction Corporation, for:

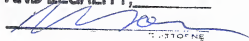
Installation of underground street lighting  
in the Nebraska Neighborhood Boone Street  
Impact Area

for a total cost of \$13,015.96, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
Attorney

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 9-28-76

Charles W. Whitman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~POST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES					
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHIMDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 10-12-76

Charles W. Whitman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 5-171-76 on the 12th day of Oct, 1976.

ATTEST:

( SEAL )

Charles W. Whitman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of October, 1976, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Whitman  
CITY CLERK

Approved and signed by me this 14th day of October, 1976, at the hour of 3:00 o'clock \_\_\_\_\_ M., E.S.T.

Rahut Elmshong  
MAYOR

Bill No. S-76-09-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with T. & F. Construction Corporation, for the  
insatallation of Street Lighting - Webraska Neighborhood Boone Street  
Impact Area

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

W. T. Hinga

D. J. Schmidt

V. G. Schmidt

P. M. Burns

W. T. Hinga

10-12-76 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK



B.O. 198-74

Date August 18, 1976 63-239-8

To STREET LIGHTING ENGR. DEPT.

Subject St. Light Res. No. 115-76 Nebraska Neighborhood Boone St. Impact Area

Please tabulate bids and report.

Contract to be awarded on Wednesday, August 25, 1976 at 9:00 a.m.

H. P. WEHRENBURG  
E. H. LAMAR  
M. G. SCOTT  
BOARD OF PUBLIC WORKS

ajf

TO: Board of Public Works

8-19-76

Attached is the bid analysis for the above street lighting project. E.L.C. Contractors is the low bidder with a bid of \$12,173.60. This is \$566.15 lower than the engineers estimate of \$12,739.75 which amounts to 4%. However, E.L.C. has two irregularities in their bid: 1) They qualified their bid by adding the statement "If the plans are followed as they are presented there will be places where we will have to set poles and trench in existing Signed cement there will be an additional charge of \$4.60 per lin.ft." This is

Reply: contrary to the specifications which read: "Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications". 2) They did not submit a complete bid because they removed all of the specifications, special provisions, contract form, equal opportunity clause, federal labor standards provisions, federal wage scales and local area prevailing wage scales. These are all part of the bid documents and contract. Therefore, E.L.C.'s bid is not a legal bid. However, the Board of Works has the right to waive all irregularities.

If the Board of Works declares E.L.C. Contractors bid illegal then T. & F. Construction is the low bidder with a bid of \$13,015.96. This is \$276.21 higher than the engineer's estimate which amounts to 2%. I called E.L.C. as you requested and asked the following questions:

- 1.) Who is going to supervise the project? Answer) Leon Daggett is going to remain at his position as Superintendent of City Utilities in Bryan, OH. Ernie Daggett is going to remain as foreman for N.G. Gilbert Corp. So, they are going to appoint another son, Larry Daggett as Superintendent.
- 2.) How soon can they start construction? Answer) 48 hours after notice to proceed.

Signed \_\_\_\_\_ (continued) Page 1 of 2

63-250-8 *Aug 19*

Street Lighting Resolution No. 115-76

Nebraska Neighborhood Boone Street Impact Area

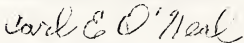
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Bid analysis - continued. Page 2 of 2

3.) How many working days will it take to complete project? Answer)  
Six weeks.

T. & F. Construction Corp. has advised that they estimated 20 working days to complete the project. With full time inspection it costs the city \$68.00 per day for engineering and inspection. It will only take 12 working days to amount to the \$842.46 difference between the two bids. Therefore, we recommend that the contract be awarded to T. & F. Construction Corp. because of their low bid and their past performance.

Respectfully submitted,



Carl E. O'Neal  
Street Lighting Administrator

CEO/sjh

Attachment



THE CITY OF FORT WAYNE  
COMMUNITY DEVELOPMENT & PLANNING  
division of current planning

25 August 1976

The Common Council  
Fort Wayne, IN 46802

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded a contract, Resolution # 115-76, to T & F Construction and Engineering, Inc., in the amount of \$13,015.96 to install ornamental street lighting in the Nebraska Community Development impact area. This lighting has been requested by the residents of the affected area.

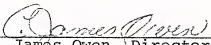
Due to the fact that there has been some delay in getting the project started and that we wish to complete the project in this construction season, along with other capital improvements in Nebraska's impact area, the Department and all concerned respectfully request a "Prior Approval" to allow T & F Construction and Engineering to proceed.


An Ordinance for formal approval of this labor contract will be introduced as soon as the contract has been prepared.

Attached is a copy of the bid tabulation.

Sincerely,

COMMUNITY DEVELOPMENT & PLANNING

  
C. James Owen, Director

  
Robert E. Armstrong, Mayor



25 August 1976

Page 2

CJO:pb

Attachment:

APPROVED:

Virvan G. Schmidt Fredrick R. Hunter William T. Hinger

D. S. D. Samuel J. Talaris \_\_\_\_\_

James S. H. Ken C. Burns \_\_\_\_\_

ATTEST:

Michael W. Watterman  
City Clerk

# BID ANALYSIS SHEET

PROJECT Nebraska Neighborhood Boone Street Impact Area

OFFICE OF CITY ENGINEER

DATE 8-19-76

RES. NO. 115-1976

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	E.L.C. Contractors		T.&F. Construction		Schmidt Electric		N.G. Gilbert Corp.	
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT			MATERIAL	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID
41	ea.	16' aluminum pole	30.00	1230.00	30.00	1230.00	35.80	1467.80	42.00	1722.00	59.40	2435.40
41	ea.	100 watt sodium T & C luminaire & lamp	13.00	533.00	14.00	574.00	16.00	656.00	16.50	676.50	15.85	649.85
8	ea.	Remove mast arm & Fixture	20.00	160.00	17.00	136.00	21.00	168.00	19.60	156.80	28.35	226.80
8	spans	Remove duplex	12.00	96.00	10.00	80.00	15.00	120.00	14.00	112.00	16.00	128.00
2895	ft.	Underground trench in earth	0.80	2316.00	.60	1737.00	.90	2605.50	1.10	3184.50	1.00	2895.00
4777	ft.	2 & 3 wire #4 in trench	.25	1194.25	.30	1433.10	.28	1337.56	.26	1242.02	.15	716.55
1090	ft.	Push conduit (1 1/2") 1' to 20' under trees, walks and driveways (plastic)	2.70	2943.00	2.00	2180.00	2.50	2725.00	2.00	2180.00	3.95	4305.50
750	ft.	Push conduit (1 1/2") 21' and over under streets	3.25	2437.50	2.50	1875.00	3.10	2325.00	4.00	3000.00	4.90	3675.00
3	ea.	Riser	40.00	120.00	10.00	30.00	15.00	45.00	42.00	126.00	93.15	279.45
3	ea.	30 amp relay	25.00	75.00	30.00	90.00	5.00	15.00	26.00	78.00	28.40	85.20
2895	ft.	Landscaping	.20	579.00	.30	868.50	.18	521.10	.15	434.25	.55	1592.25
5	ea.	Remove wood poles & backfill	28.00	140.00	20.00	100.00	30.00	150.00	36.00	180.00	36.00	180.00
400	ft.	Remove and replace walk	2.29	916.00	4.60	1840.00	2.20	880.00	1.90	760.00	2.40	960.00
CONTRACTOR'S BID				12,739.75		12,173.60*	13,015.96			13,852.07	18,129.00	
						* Bid Qualified						



PROJECT Nebraska Neighborhood Boone Street Impact Area

## BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE 8-19-76RES. NO. 115-1976

MATERIAL \_\_\_\_\_

FORT WAYNE INDIANA

## CONTRACTORS

ESTIMATE

EXTENSION

E.L.C. Contractors

T. &amp; F. Construction

Schmidt Electric

N.G. Gilbert Corp.

STREETS — ALLEYS — SIDEWALKS

QUAN UNIT MATERIAL

UNIT  
BIDTOTAL  
BIDUNIT  
BIDTOTAL  
BIDUNIT  
BIDTOTAL  
BIDUNIT  
BIDTOTAL  
BID

Summary:

CONTRACTOR'S BID

12,739.75

12,173.60 \*

13,015.96

13,852.07

18,129.00

Est. Material Cost

12,988.67

12,988.67

12,988.67

12,988.67

12,988.67

Alley Lights (Labor)

72.00

72.00

72.00

72.00

72.00

Advertising

40.00

40.00

40.00

40.00

40.00

Engineering &amp; Inspection

2,436.00

2,436.00

2,436.00

2,436.00

2,436.00

TOTAL

28,276.42

27,710.27

28,552.63

29,388.74

33,665.67

\* Bid Qualified

STREET LIGHTING RES. NO. 115-1976

CONTRACT

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss

THIS AGREEMENT AND INDENTURE made and entered into this,  
the 9th day of September 19 76, by and between:  
The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

T. & F. Construction Corporation

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the 18th day of August,  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

installation of underground street lighting in the Nebraska  
Neighborhood Boone Street Impact Area for the bid of  
\$13,015.96.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Nursula Miller  
ATTEST: Clerk

Robert Elmhurst  
MAYOR

Approved in Form & Legality  
By: \_\_\_\_\_

BOARD OF PUBLIC WORKS

Benny D. Weinberg  
May G. Scott

CONTRACTOR: \_\_\_\_\_

T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber  
President.

# CONTRACTOR'S BOND FOR CONSTRUCTION

489 82 116

KNOW ALL MEN BY THESE PRESENTS, That T & F Construction Corp. of Indiana  
of Hagerstown, Indiana as principal and  
Fidelity and Deposit Company of Maryland,  
of Baltimore, Maryland  
as surety, are firmly bound unto City of Fort Wayne, Indiana

in the penal sum of (\$ 13,015.96 )  
Thirteen Thousand Fifteen and 96/100 - - - - - Dollars,  
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
several heirs, executors, administrators and assigns, firmly by these presents, this 25th day of  
August 19 76

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
City of Fort Wayne, Indiana

has entered into a certain written contract dated August 25, 1976  
with the principal as named herein for the erection, construction and completion of Nebraska Neighborhood  
Boone Street Impact Area Street Lighting  
Fort Wayne situated in  
Fort Wayne, Indiana, in accordance with the plans and  
specifications approved and adopted by said City of Fort Wayne, Indiana  
which are made a part of this bond.

NOW THEREFORE, if the said T & F Construction Corp. of Indiana  
shall well and faithfully do and perform the same in  
all respects according to the plans and specifications adopted by the said City of Fort Wayne, Indiana  
and according to the  
time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 25th  
day of August 19 76

T & F CONSTRUCTION CORP. OF INDIANA  
BY: J. L. Taber President. (Seal)  
J. L. Taber

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Seal)

By: William E. Erick, Jr. Attorney-in-fact

Approved this 9th day of September, 19 76

Henry P. Wehenberg

Attest: Ursula Miller

May G. Scott

Official or Board.

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and PAUL E. ZACHARSKI, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Jan L. Jacobs, William E. Frick, Jr. and Steven E. Wolf, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jan L. Jacobs, et al., dated November 1, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of June, A.D. 1976

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

STATE OF MARYLAND  
CITY OF BALTIMORE

} ss:

On this 22nd day of June, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 25th day of August, 1976

Assistant Secretary



TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of T & F Construction Corp.- Res. 115-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-76-09-37*

SYNOPSIS OF ORDINANCE Contract of T & F Construction Corporation in amount of

\$13,015.96 provides for the installation of street lights in the Nebraska Neighborhood

Impact Area as follows: Boone Street from Watkins to Cherry - Watkins Street from  
Main to Boone - Osage Street from Main to N&W Railroad - Mechanic Street from Main  
to N&W Railroad - Center Street from Main to N&W Railroad and Cherry Street from  
Main to Boone.

The lower bidder, E.L.C. Contractors in amount of \$12,173.60 was disqualified  
because of irregularities and incomplete bid documents. (See attached recommendation  
of Carl O'Neal)

Total cost of the project is \$28,552.63 (\$13,015.96 for construction and  
\$15,536.67 for materials, advertising, engineering and inspection)

All costs will be paid by Community Development and Planning from Block Grant  
provided for in Title I of the 1974 Housing and Community Development Act.

EFFECT OF PASSAGE Lighting Nebraska Impact Area.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL ATTACHED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Community Development and

Planning cost - \$28,552.63

ASSIGNED TO COMMITTEE

*Public Works*